



Edmonton Historical Martial Arts

Risk and Liability Waiver

For Individuals at or Above the Age of Majority (18+) in their Province Seeking to Participate in Martial Arts Activities Offered by Edmonton Historical Martial Arts

READ THIS DOCUMENT CAREFULLY AS IT WILL AFFECT YOUR LEGAL RIGHTS

All participants must read and confirm understanding of this waiver before participating in Martial Arts Activities with Edmonton Historical Martial Arts.

The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into by me, the undersigned Participant (the "Participant") with and for the benefit of Edmonton Historical Martial Arts, its board members, officers, employees, volunteers, business operators, agents, site property owners or lessees, and special guests (the "Association").

Please read each item below and initial to confirm your understanding of each item. Participants must agree to all of the terms set below in order to take part in Martial Arts Activities offered by The Association.

___ **1. "Martial Arts Activities" includes but is not limited to contact and non-contact combat sport activities, lessons, classes, training, workshops, use of facilities, programs, and services provided to the Participant by the Association.**

___ **2. I am aware that there are inherent and significant dangers, hazards and risks ("Risks") associated with participation in Martial Arts Activities. I am aware that the Risks include but are not limited to injury from physical contact with other students, instructors or equipment, performing a technique incorrectly, or potentially dangerous obstacles, conditions or weapons on the floor or vicinity of the Martial Arts Activities. I understand that the Risks are relative to my state of fitness or health (physical, mental and emotional), and to the awareness, care and skill with which the student conducts him, herself, or themselves while participating in Martial Arts Activities.**

___ **3. I freely accept and fully assume all responsibility for all Risks and possibilities of personal injury, death, property damage or loss resulting from my participation in Martial Arts Activities. I freely assume responsibility for my own safety. I agree that although the Association has taken measures to reduce the Risks and increase the safety of the Martial Arts Activities, it is not possible for the Association to eliminate all possibility of Risk due to the nature of Martial Arts Activities. I accept these Risks and agree to the terms of this waiver even if the**

Association is found to be negligent or in breach of any duty of care or any obligation to me in my participation in Martial Arts Activities.

___ 4. I acknowledge my obligation to inform the nearest employee of the Association if I feel any pain, discomfort, fatigue or any other symptoms I may suffer during or immediately after my participation in Martial Arts Activities. I understand that I may stop participating at any time, and have the right to immediately withdraw from any exercise or drill in which the conduct of any party seems beyond the scope of training, makes me uncomfortable, or which I believe will be harmful to me.

___ 5. I acknowledge that my participation in any tournament as a member of the Edmonton Historical Martial Arts must be sanctioned by the Edmonton Historical Martial Arts Instructors. In addition to Instructor approval, if the tournament is held by an organization other than Edmonton Historical Martial Arts then I acknowledge that this tournament must be sanctioned by the Edmonton Historical Arts Board Members and an Edmonton Historical Martial Arts instructor must be present at the tournament. Sanctions from the Board and from Instructors will be given in writing. I further acknowledge that an Edmonton Historical Martial Arts Instructor can withdraw my participation in an ongoing tournament for any reason related to my safety or well-being.

___ 6. I confirm that I have reached the age of majority (18+) in the Province or Territory in which I am participating in Martial Arts Activities.

___ 7. In addition to consideration given to the Association for my participation in Martial Arts Activities, I and my heirs, next of kin, executors, administrators and assigns (my "Legal Representatives") agree:

(a) to waive all claims that I or my Legal Representatives have or may have in the future against the Association; and

(b) to release and forever discharge the Association from all liability for all personal injury, death, property damage or loss resulting from my participation in Martial Arts Activities due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of the Association.

___ 8. I agree to be liable for and to hold harmless and indemnify the Association from all actions, proceedings, claims, damages, costs demands including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with my participation in Martial Arts Activities.

___ 9. I agree that this waiver and all terms contained within are governed by the laws of the Province or Territory in which I am participating in Martial Arts Activities. I hereby irrevocably submit to the jurisdiction of the courts of that Province or Territory.

___ 10. I confirm that I have had sufficient time to read and understand each term in this waiver in its entirety, and have agreed to the terms freely and voluntarily.

___ 11. I understand that this waiver is binding on myself and my Legal Representatives.

BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL OF THE RISKS ASSOCIATED WITH PARTICIPATION IN MARTIAL ARTS ACTIVITIES AND AGREE TO THE TERMS SET FORTH BY THIS WAIVER.

Please Print Clearly

Student Name: _____

Student Address: _____

City: _____ **Province** _____ **Postal Code:** _____

Student Signature: _____

Association Witness Name: _____

Signature: _____

Signed this _____ **day of** _____, **20** _____